

Memorandum



Date: September 20, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Agenda Item No. 3(B)(2)

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the printed name.

Subject: Ratification of a Memorandum of Agreement Between Miami-Dade County and the Downtown Development Authority To Provide Funding to the County Not To Exceed \$155,000.00 For a Neighborhood Enhancement Action Team To Enhance Landscaping And Maintenance Activity Cycles Throughout the Authority's District

Recommendation

It is recommended that the Board adopt the attached resolution ratifying a Memorandum of Agreement with the Downtown Development Authority (DDA) that funds a Neighborhood Enhancement Action Team through the Neat Streets Miami Board (NSM) to enhance landscaping and maintenance activity cycles throughout the DDA district in an amount not to exceed \$155,000.00 annually.

Scope

This agreement impacts the DDA District which is located within District 3, which is represented by Commissioner Audrey M. Edmonson, and District 5, which is represented by Commissioner Bruno A. Barreiro.

Fiscal Impact/Funding Source

Funding for the provision of enhanced services will come from the DDA in this or any future fiscal years where an agreement would be in effect, and be deposited in the Parks, Recreation and Open Spaces Department's (PROS) Right-of-Way Aesthetic and Assets Management Division's index code PRRRAM277809-R34720.

Track Record/Monitor

The Neat Streets Miami Manager Patrice Gillespie Smith will monitor the Agreement and manage the project.

Background

As part of the work of the NSM (formerly known as the Community Image Advisory Board), and per Miami-Dade County's Aesthetic Master Plan approved by the Board of County Commissioners in 2009, the County and the DDA have identified the transportation corridors in downtown Miami and interstate entrances into the Downtown area as "priority gateways" into the core of significant tourist attractions. The DDA and the County, through the NSM, share the common goal of improving the physical appearance of downtown as a vital component of the community's overall economic well-being. Currently, the City of Miami, the County, and the State provide basic maintenance cycles that do not include enhanced levels of service required to attain the standard of landscaping and aesthetic improvements desired within the DDA district. In

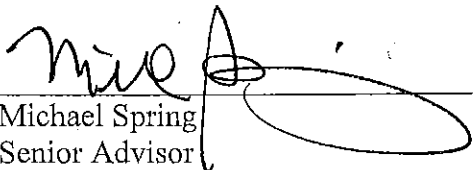
addition, the DDA is currently implementing portions of its recently approved Master Plan that include significant aesthetic enhancements and landscaped corridors, green spaces, plazas, and planter areas.

In 2007, the County, through the NSM Board, landscaped four (4) of the major ramp entrances and exits from I-95 into the downtown area in partnership with the DDA. Again, in 2010, the DDA, through the NSM, entered into an agreement with the County to provide landscaping maintenance services under Resolution R-1092-10. Since that time, the NSM and the DDA have partnered on several aesthetic improvement projects throughout district such as the Downtown pocket parks, and the design and installation of enhanced landscaping along Brickell Avenue.

In order to implement many of the proposed improvements to downtown, and to maintain the areas that have been improved thus far, the Agreement outlines a scope of work that would be performed by NSM's Neighborhood Enhancement Action Team, which has significant experience, a well-documented track record, and a history of work in the DDA district providing this type of service. Beautification projects will focus on the medians, swales, and public green spaces throughout the District, and will include landscape inspection, installation, and maintenance. In many cases, landscape and streetscape plans have been prepared in conjunction with the NSM to ensure continuity of design along downtown gateways.

On July 15, 2016, the DDA approved the proposed Memorandum of Agreement (Attachment A). This Agreement has been signed by the DDA Attorney and is structured for an initial one-year term that may be renewed in writing for three (3) consecutive one-year terms by the County Mayor or designee, subject to the approval of the County Attorney.

Attachments


Michael Spring
Senior Advisor

ATTACHMENT A

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** ("Agreement") by and between the **MIAMI DOWNTOWN DEVELOPMENT AUTHORITY**, an independent City of Miami Agency, hereinafter referred to as the "**DDA**", and **MIAMI-DADE COUNTY**, a political subdivision of the **STATE OF FLORIDA**, hereinafter referred to as the "**COUNTY**," is effective as of October 1, 2016 ("Effective Date").

WITNESSETH

WHEREAS, the **DDA** and the **COUNTY'S** Parks, Recreation and Open Spaces Department, through the Neat Streets Miami Board, hereinafter referred to as the "**NSM**", have identified the transportation corridors in Downtown Miami and Interstate entrances into the Downtown area as Priority Gateways into the core of significant tourist attractions, and

WHEREAS, tourism is an important economic driver for Downtown Miami, and

WHEREAS, the **DDA** and the **COUNTY** share the common goal of improving the physical appearance of Downtown, as a vital component of the overall economic well-being of Miami-Dade County and,

WHEREAS, the City, County and State basic maintenance cycles do not provide enhanced levels of service; and

WHEREAS, large special events frequently take place in Downtown Miami, that require NSM's services, including major preparation and clean-up activities, and

WHEREAS, the **DDA** has budgeted \$155,000 annually in order to fund a NSM Neighborhood Enhancement Action Team (NEAT) to focus on enhancing the landscaping and maintenance activity cycles throughout the **DDA** district,

NOW, THEREFORE, in consideration of the promises and the covenants contained herein, the parties agree to the following scope of services.

1. The **DDA** shall provide funding for services not to exceed \$155,000 for the term of this Agreement (identified in paragraph 8 below) for the scope of work through the NSM.
2. The **COUNTY** will provide the **DDA** with an invoice for payment on a monthly basis detailing the services rendered and the DDA shall pay the County accordingly.
3. The City of Miami, **COUNTY** and State of Florida provide a baseline of landscape maintenance services within the **DDA** boundary area, as approved annually through the adoption of their fiscal year budget that is not included in this scope of work. This includes regular maintenance cycles for grass mowing and tree trimming of their respective right-of-way areas, and is limited to the standard specified landscaping, including approved street tree maintenance and standard grass mowing. This does not include watering, shrub/ground cover maintenance and installation of additional right-of-way trees other than replacement of damaged or dead trees.
4. The **COUNTY** will provide enhanced NSM - NEAT Team landscape maintenance services with a dedicated downtown team 40 hours per week for downtown services. With the on-set of numerous right-of-way landscape upgrades that go above and beyond the standard installations, and the proposal of additional upgrades to landscaping, the NSM - NEAT team shall provide the following services within the **DDA** boundary area, illustrated in Exhibit A.
 - a. The **COUNTY** through the NSM - NEAT Team shall provide watering, trimming, pruning, grooming, fertilizing, herbicide control and replacement as needed of public right-of-way landscape areas within the **DDA** boundary area. These areas, identified in Exhibit B (map provides detail for maintenance or inspection), include but are not limited to the I-95 (NW 8 St Exit) Landscape Ramp Project installed by the **DDA** and the NSM (South Miami Avenue on/off ramps, SE 2nd

Avenue on/off ramps and NW 3rd Avenue/NW 3rd Court from Flagler Street to NW 7th Street), the NSM project under the I-395 expressway on/off ramps, area around the Performing Arts Center, Bayshore Drive (from NE 13 St to NE 15 St), Biscayne Blvd. (from the Biscayne Blvd Way north to NE 24th Street), SW/NW 2nd Ave (From the Miami River to NE 5 St), NW 5th St Gateway (from the I-95 to Biscayne Blvd), and NW 8 St Gateway (from the I-95 to Biscayne Blvd). Additionally the NSM – NEAT Team shall inspect and report maintenance issues to the appropriate maintenance entity for the following areas also identified in Exhibit B: transit stations/areas (including Metrorail, Metro-Mover, Metrobus), Bayshore Drive (from NE 15 St to NE 17 Terrace), Brickell Avenue Median (from the SE 5 St to SE 15th Rd), Brickell Bay Drive (from SE 15th Rd to SE 8 St), the downtown planters installed by the **DDA**, and any other areas within the **DDA** boundary area that have been or will be landscaped by the **DDA**, City of Miami, **COUNTY** and State of Florida as treatments beyond standard sod and turf.

- b. The **COUNTY**, through the NSM - NEAT Team, shall be required to furnish all personnel, equipment and materials required to perform said services as part of this inter-local agreement.
- c. The **COUNTY**, through the NSM NEAT Team, shall be responsible for landscape trimming, grooming and pruning of all the trees, shrubs, foliage, etc., within the public rights-of-ways and **DDA** improved public spaces within the **DDA** district identified in Exhibit B. The landscape maintenance shall be performed on a regularly scheduled basis throughout the **DDA** district. The maintenance cycles shall be routine in nature and shall be scheduled (daily, weekly, or monthly) to include the areas within **DDA** district as outlined in Exhibit C, to insure all landscape installations are consistently groomed at the direction of the Executive Director of the **DDA**, or their designee. All equipment, materials and manpower

needed to perform these maintenance activities shall be the responsibility of the **COUNTY**.

- d. The **COUNTY**, through the NSM - NEAT Team, shall be responsible for landscape watering of all the trees, shrubs, foliage, etc. within the public rights-of-ways and **DDA** improved public spaces within the **DDA** district. The watering shall be performed on a regularly scheduled basis throughout the **DDA** district, as identified in Exhibit C. The watering cycles shall be a minimum of twice a week for established landscaping and every other day for newly planted areas. During the rainy season, watering activities may be less frequent depending on naturally occurring rain events. The water sourcing, collection for use, equipment and manpower required for the landscape watering shall be the responsibility of the **COUNTY**.
- e. The **COUNTY**, through the NSM - NEAT Team, shall be responsible for fertilizing all the trees, shrubs, foliage, etc. within the public rights-of-ways and **DDA** improved public spaces within the **DDA** district. Fertilization shall occur twice a year throughout the **DDA** area, or on an as-needed basis. All fertilizers used shall be slow-release, commercially produced and sourced by the NEAT team, and reimbursed by the DDA upon prior approval. All equipment, materials and manpower needed to perform the fertilization activities shall be the responsibility of the NEAT team.
- f. The **COUNTY**, through the NSM - NEAT Team, shall be responsible for keeping the landscaped areas within the public rights-of-ways and **DDA** improved public spaces within the **DDA** district free of weeds, foreign grass, leaves and/or undesirable vegetation at all times. The NEAT team shall remove all vegetation not identified for specific areas and insure that separation lines between vegetation types are maintained by removing plants that have re-seeded

themselves over plant boundaries. The NEAT team may use herbicides for weed eradication in lieu of hand pulling if the herbicide does not damage the desirable vegetation and the dead vegetation is removed within 3-days of effective application.

- g. The **COUNTY**, through the NSM - NEAT Team, shall regularly inspect all landscape materials for insects, grubs, mites, fungus, etc., and apply insecticides, pesticides and fungicides as per the manufacturer's recommendation to control insect or other infestations. All equipment, materials and manpower needed to perform these maintenance activities shall be the responsibility of the **COUNTY**.
- h. The **COUNTY**, through the NSM - NEAT Team, shall be responsible for maintaining, repairing and replacing any and all plant materials within the public rights-of-way and **DDA** improved public spaces within the **DDA** district on a regular basis. The NEAT team shall regularly inspect all landscape areas, and any landscaped areas found with dead or damaged plant material shall be replaced within 20 days of discovery. All replacement plant material shall be identical in species and shall be of similar size to adjacent materials of the same species. All equipment and manpower needed to perform the plant replacement activities shall be the responsibility of the NEAT team.
- i. The **DDA** will provide any and all plant materials required to fulfill these services or reimburse the County for plant purchases upon prior approval.
- j. The **COUNTY**, through the NSM - NEAT Team, shall be responsible for keeping the landscaped areas within the public rights-of-ways and **DDA** improved public spaces within the **DDA** district mulched on a regular basis. The NEAT team shall regularly inspect all landscape areas, and any landscaped area found of bare soil within planting beds or tree rings shall have mulch added within 10 days of

discovery. All equipment and manpower needed to perform the mulching activities shall be the responsibility of the NEAT team.

- k. The **DDA** will provide mulch to fulfill these services, or reimburse the County for mulch purchases upon prior approval.
- l. As part of future landscape proposals by the **DDA** during the effective term of this Agreement, the **COUNTY**, through the NSM - NEAT Team, shall be responsible for assisting **DDA** crews and/or **DDA** contractors with the installations of these plantings as well as the maintenance described above once completed.
- m. The **COUNTY**, through the NSM NEAT Team, shall be available to provide support before and after special events that take place within the **DDA** boundary area throughout the year. This may include hours outside of normal business hours and is anticipated to be no more than 8 events throughout the year. In the event that additional services and or event coverage is necessary, the DDA may provide additional service requests and shall provide additional funding based on the hours anticipated with prior approval from the DDA.
- n. The **COUNTY**, through the NSM - NEAT Team, shall be available to provide hurricane season preparation, including debris removal, tree pruning and securing any DDA equipment or supplies.
- o. The **COUNTY**, through the NSM - NEAT Team, shall provide supervision and training of the **DDA's** Downtown Enhancement Team (DET) members, when necessary.
- p. The **COUNTY**, through the NSM - NEAT Team, shall receive bi-annual training to ensure NEAT Team staff is using the most up to date maintenance and beautification techniques.
- q. The **COUNTY**, through the NSM - NEAT Team, shall be responsible for providing the **DDA** with a monthly report of all maintenance activities included in this scope

of services. The report shall include an outline of all activities performed and an accounting of each activity.

- r. The **DDA** shall be responsible for payment to the **COUNTY** for the services rendered as part of this agreement on a monthly basis.
5. Both parties, the **DDA** and the **COUNTY**, may terminate this agreement in writing upon mutual consent no less than thirty days prior to the proposed date of termination.
6. The County agrees to indemnify and hold harmless the DDA to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the County shall not be held liable to pay a person injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the DDA from any liability or claim arising out of the negligent performance or failure of performance of the DDA or any unrelated third party.

The DDA agrees to indemnify and hold harmless the County to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby the DDA shall not be held liable to pay a person injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the DDA. However, nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County or any unrelated third party.

7. Public Records. Documents pertaining to obligations and responsibilities of DDA in carrying out the terms of this Agreement are subject to public records law. Pursuant to Florida Statutes 119.0701(2), DDA agrees to comply with Florida's public records law, specifically to: (a) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services set forth in this Agreement; (b) provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Florida Statutes Chapter 119.07, et seq., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of Concessionaire upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: DAVID LIVINGSTONE, MIAMI-DADE PARKS, RECREATION AND OPEN SPACES DEPARTMENT, 275 NW 2 STREET, MIAMI, FL., 33128; 305-755-7824; DAVID.LIVINGSTONE@MIAMIDADE.GOV.
8. This Agreement shall be in place from the Effective Date until September 30, 2018 and may be renewed in writing for three consecutive one-year terms by the **COUNTY** Mayor or Mayor's designee, and by the Executive Director of the **DDA**, subject to the approval

of City Attorney and the Miami-Dade County Attorney, funding availability, and DDA budget approval.

9. This Agreement will be terminated immediately in the event that either party is unable to provide funding to fulfill the agreement as stated herein.
10. The officials executing this Agreement warrant and represent that they are authorized by their respective agency to enter into a binding agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

**DOWNTOWN DEVELOPMENT
AUTHORITY**

By: *Alyce M. Robertson*
Alyce M. Robertson
Executive Director

ATTEST: *Barbara Petersson*
Notary Public (SEAL)
BARBARA PETERSSON
MY COMMISSION #FF127916
EXPIRES June 1, 2018
(407) 398-0153 FloridaNotaryServices.com
APPROVED AS TO LEGAL FORM

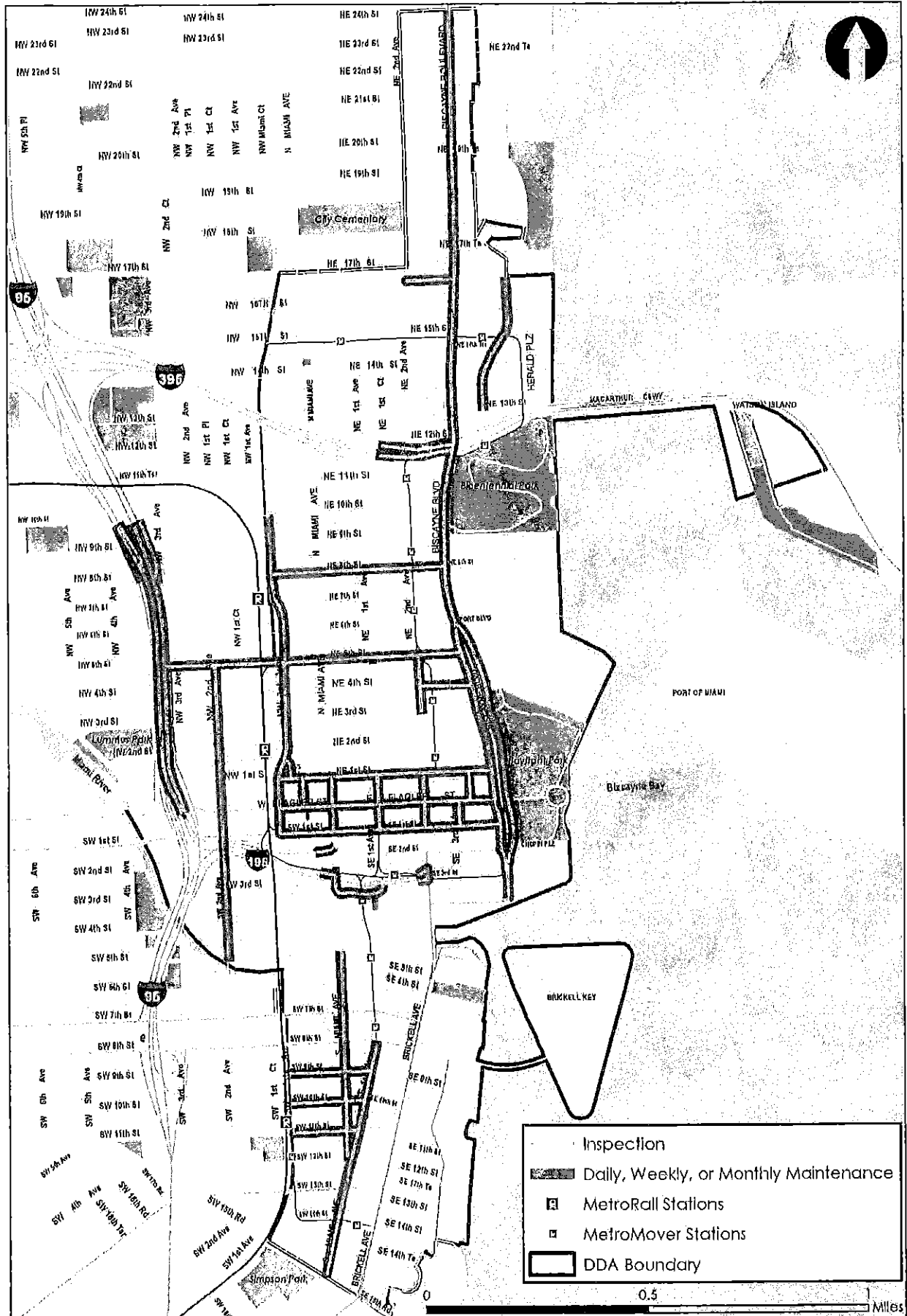
By: *Victoria Mendez*
Victoria Mendez
City Attorney

**MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS**

By: _____
County Mayor or his designee

ATTEST: _____
County Clerk (SEAL)

By: _____
County Attorney



Disclaimer: This product is for reference purposes only and is not to be construed as a legal document or survey instrument.

MIAMI DDA
MIAMI-DADE COUNTY DEPARTMENT OF PUBLIC WORKS

Miami DDA NEAT Ongoing Team Maintenance & Inspection Areas

Updated: May 25, 2014

	Day	Time	Area
Week 1	Monday	7 - 8 A.M.	Biscayne Boulevard
	Monday	8 - 3 P.M.	Bayshore Dr, FED Ex Ramp, Hyatt Ramp
	Tuesday	7 - 9 A.M.	Biscayne Boulevard / Inspect Brickell Bay Dr.
	Tuesday	9 - 3 P.M.	I-395
	Wednesday	7 - 8 A.M.	Biscayne Boulevard
	Wednesday	8 - 3 P.M.	I-395
	Thursday	7 - 8 A.M.	Biscayne Boulevard
	Thursday	8 - 3 P.M.	NW 8 Street Ramps
	Friday	7 - 8 A.M.	Biscayne Boulevard
	Friday	8 - 3 P.M.	NW 8 Street Ramps
Week 2	Monday	7 - 8 A.M.	Biscayne Boulevard
	Monday	8 - 3 P.M.	Bayshore Dr, FED Ex Ramp, Hyatt Ramp
	Tuesday	7 - 8 A.M.	Biscayne Boulevard
	Tuesday	8 - 3 P.M.	Mary Brickell Village (SW 8 St, SW 10 St and SW 11 St) to PAC/Herald Plaza
	Wednesday	7 - 8 A.M.	Biscayne Boulevard
	Wednesday	8 - 3 P.M.	The Lions Ramps - South Miami Ave- Between SE 2 St to SW 3 St
	Thursday	7 - 8 A.M.	Biscayne Boulevard
	Thursday	8 - 3 P.M.	The Lions Ramps - South Miami Ave- Between SE 2 St to SW 3 St
	Friday	7 - 8 A.M.	Biscayne Boulevard
	Friday	8 - 3 P.M.	Fed Ex Ramps - SE 2 St and N Miami Ave
Week 3	Monday	7 - 8 A.M.	Biscayne Boulevard
	Monday	8 - 3 P.M.	NW 8 St / NW 5 St
	Tuesday	7 - 9 A.M.	Biscayne Boulevard / Inspect Brickell Bay Dr.
	Tuesday	9 - 3 P.M.	S. Miami Ave / SE 1 Ave (Brickell)
	Wednesday	7 - 9 A.M.	Biscayne Boulevard / Inspect Brickell Bay Dr.
	Wednesday	9 - 3 P.M.	I-95 NW 2 St Ramp
	Thursday	7 - 8 A.M.	Biscayne Boulevard
	Thursday	8 - 3 P.M.	I-95 NW 2 St Ramp
	Friday	7 - 8 A.M.	Biscayne Boulevard
	Friday	8 - 3 P.M.	Ramps -395 Ramps
Week 4	Monday	7 - 8 A.M.	Biscayne Boulevard
	Monday	8 - 3 P.M.	Area around MDC, FED Ex Ramp, Hyatt Ramp
	Tuesday	7 - 9 A.M.	Biscayne Boulevard / Inspect Brickell Bay Dr.
	Tuesday	8 - 3 P.M.	Flagler St, NE 1 St, SE 1 St (CBD)
	Wednesday	7 - 8 A.M.	Biscayne Boulevard
	Wednesday	8 - 3 P.M.	Ramps -395 Ramps
	Thursday	7 - 8 A.M.	Biscayne Boulevard
	Thursday	8 - 3 P.M.	Pump station area on Biscayne Blvd
	Friday	7 - 8 A.M.	Biscayne Boulevard
	Friday	8 - 3 P.M.	Performing Arts Center Area



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: September 20, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 3(B)(2)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☒ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(2)
9-20-16

RESOLUTION NO. _____

RESOLUTION RATIFYING A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY AND THE DOWNTOWN DEVELOPMENT AUTHORITY PURSUANT TO SECTION 2-9 OF THE CODE OF MIAMI-DADE COUNTY, FOR THE DOWNTOWN DEVELOPMENT AUTHORITY TO PROVIDE FUNDING TO THE COUNTY NOT TO EXCEED \$155,000.00 ANNUALLY, FOR AN INITIAL ONE-YEAR TERM, RENEWABLE FOR UP TO THREE CONSECUTIVE ONE-YEAR TERMS, FOR A NEIGHBORHOOD ENHANCEMENT ACTION TEAM TO ENHANCE LANDSCAPING AND MAINTENANCE ACTIVITY CYCLES THROUGHOUT THE DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN

WHEREAS, the Downtown Development Authority and the Neat Streets Miami Board have identified the transportation corridors in downtown Miami and interstate entrances into the downtown area as priority gateways into the core of significant tourist attractions; and

WHEREAS, tourism is an important economic driver for downtown Miami; and

WHEREAS, the Downtown Development Authority and the County, through the Neat Streets Miami Board, share the common goal of improving the physical appearance of downtown Miami as a vital component of the overall economic well-being of Miami-Dade County; and

WHEREAS, the City, County and State basic maintenance cycles do not provide enhanced levels of service; and

WHEREAS, the DDA has budgeted \$155,000.00 annually in order to fund a Neat Streets Miami Board Neighborhood Enhancement Action Team to focus on enhancing the landscaping, watering, and maintenance activity cycles throughout the DDA district; and

WHEREAS, Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that, in accordance with Section 2-9 of the County Code, this Board ratifies the attached Memorandum of Agreement between Miami-Dade County and the Downtown Development Authority (attached to the accompanying memorandum as Attachment A) for the Downtown Development Authority to provide funds not to exceed \$155,000.00 annually, for an initial one-year term, renewable for up to three consecutive one-year terms, for a Neat Streets Miami Board Neighborhood Enhancement Action Team to perform landscaping maintenance, watering, and aesthetic enhancements within the Downtown Development Authority district per the scope of the work detailed in the Memorandum of Agreement and authorizing the County Mayor or County Mayor's designee to exercise all other rights contained therein.

The foregoing resolution was offered by Commissioner ,
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of September, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MAG

Miguel A. Gonzalez